BB&T

MASTERCARD®/VISA® CONSUMER CARDHOLDER AGREEMENT AND TRUTH IN LENDING DISCLOSURES

ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURES

Important: Please read this folder and retain it for your records.

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MASTERCARD/VISA CONSUMER CARDHOLDER AGREEMENT

MASTERCARD/VISA CONSUMER CARDHOLDER AGREEMENT AND TRUTH IN LENDING DISCLOSURES

This Cardholder Agreement and Truth in Lending Disclosures ("Agreement") applies to any MasterCard Card or Visa Card ("Card") previously issued, or to be issued, by Branch Banking and Trust Company ("Bank"). This Agreement also governs the issuance and use of "Convenience Checks" ("Convenience Checks"), Balance Transfers, and the use of your Cardholder Account to provide Overdraft Protection.

TERMS USED IN AGREEMENT

The following words have the following meanings in this Agreement: (a) "Cardholder" means any individual(s), firm, partnership, or corporation who applies for, signs, accepts, uses, retains, or authorizes the use of the Card (hereinafter "you," "your"); (b) "Cardholder Account" or "Account" means the credit account or accounts established by Bank for Cardholder for all transactions under this Agreement as a result of issuance of either a MasterCard Card or Visa Card; (c) "Cash Advance" means a loan that Cardholder obtains from Bank using any of the methods specified in this Agreement: (d) "Purchase" means a purchase of goods sold or services of any kind from a seller or provider of goods or services; (e) "Maximum Credit Limit" means the total dollar amount Bank approves against which the Cardholder may make Purchases through the use of Cards: (f) "Cash Advance Limit" means that portion of the Maximum Credit Limit against which the Cardholder may get Cash Advances through any of the methods specified in this Agreement; (g) "Merchant" means a business displaying the MasterCard and/or Visa signs; (h) "Overdraft Protection" means a service for qualified checking account clients of Bank's affiliated financial institutions. which protects your designated checking accounts from overdrafts and rejected items by making automatic Cash Advances from your Cardholder Account

AGREEMENT BETWEEN BANK AND CARDHOLDER

Cardholder agrees to be bound by the following terms, conditions, and disclosures, which shall constitute the Agreement between Bank and Cardholder. Furthermore, by accepting and using the Card or a Convenience Check, Cardholder expressly agrees to be bound by the provisions of this Agreement and to the rates and charges applicable to use of the Card and the Convenience Checks. Cardholder acknowledges this Account is to be used primarily for personal, family, or household use.

- Bank may refuse to issue the Card, or may revoke the Card issued to Cardholder, with or without cause or notice. Any revoked Card, along with any Convenience Checks, must be surrendered upon demand or upon knowledge of its revocation, to Bank or its agent designated to repossess the Card. No expired or revoked Card or Convenience Checks shall be used to obtain, or to attempt to obtain, credit.
- Under the terms hereof Cardholder may, by use of the Card, buy goods and services from businesses displaying the MasterCard and/or Visa signs. A business displaying any of the above signs shall be hereinafter referred to as Merchant. Cardholder may also use the Card to borrow

- cash from any bank displaying the appropriate sign. The Card must be signed to insure proper use. The Card is not valid unless signed by the Cardholder. Cardholder must follow any reasonable and proper procedures required by a bank or Merchant honoring the Card.
- 3. Cardholder may utilize Convenience Checks as he would checks written on a regular checking account. Bank will honor a properly signed Convenience Check, which shall be deemed to be signed written authorization for a Cash Advance. Any Convenience Checks delivered to Cardholder will be similar to regular checking account checks. The only party authorized to sign a Convenience Check shall be the Cardholder regardless of whether other individuals are authorized to receive extensions of credit under this Agreement. Other than Convenience Checks and personal checks drawn on a checking account for which Cardholder has obtained Overdraft Protection, no other checks may be used to obtain Cash Advances, and when paid by Bank they will constitute a Cash Advance which will be debited to Cardholder's account. Bank shall not be obligated to certify any Convenience Check issued under this Agreement. Convenience Checks may only be written in U.S. Dollars. Also, Bank shall not be obligated to pay a Convenience Check if such payment will overextend Cardholder's credit limit or if Cardholder's account is not in good standing. A Convenience Check cannot be used to make a payment on your Cardholder Account.
- 4. Cardholders who are also qualifying checking account clients may elect to utilize their Cardholder Account to provide Overdraft Protection for one or more qualifying checking accounts. If you have elected to use your Cardholder Account to provide Overdraft Protection, automatic Cash Advances will be made against the Credit Card Account to cover overdrafts in designated checking accounts. The presentation of any check signed by any person authorized to draw checks upon any checking accounts for which you have elected Overdraft Protection or the assessment of any other charges against the checking accounts in excess of the balance in the checking accounts constitutes an authorization for a Cash Advance to be made under this Agreement. We have the sole discretion to determine whether to advance funds to the checking accounts in the amount needed to cover each overdraft amount item, up to the established Cash Advance Limit, to pay checks, drafts, or any other charges when there is not a sufficient balance in the checking accounts at the time such checks, drafts, or other charges are presented or made. Bank may refuse to authorize any Cash Advance in connection with Overdraft Protection if the Cardholder Account is not in good standing or if the Cash Advance would exceed the Cash Advance Limit, Bank is not liable for any returned items or NSF fees. The terms and conditions governing your checking accounts and the fees (including any fees charged for Overdraft Protection) associated with your checking accounts are contained in the Bank Services Agreement and the Financial Services Pricing Guide which are incorporated herein by reference.
- Cardholder shall not use the Card, Convenience Checks or Overdraft Protection if such use would make Cardholder's debt to Bank greater than the credit limit set by Bank from time to time.
- 6. Upon request, Cardholder may transfer outstanding balances from other

credit cards to the Card ("Balance Transfer"). Cardholder has 10 days from the date the Account was opened to call Bank at 1-800-476-4228 to cancel any Balance Transfers. Balance Transfer processing time may vary so please continue to pay the minimum amount due until the Balance Transfer amount appears on the billing statement from your other creditor(s). All Balance Transfers will be posted to the Cardholder's Account as a Purchase, with the Balance Transfers considered a part of the outstanding balance from the date of the transfer. Bank may charge a Balance Transfer Fee. Please see the Account Opening Disclosure for any applicable Balance Transfer Fee.

- The Bank at its discretion may from time to time increase the credit limit of the cardholder
- The Bank may at anytime decrease the credit limit of the cardholder if the Bank deems repayment of the debt to be at risk or if the performance by the client is deemed impaired.
- Bank may charge an annual fee to Cardholder's account, in advance, whether or not the Card is used to obtain extensions of credit. The amount of the annual fee will be as specified from time to time by notice or disclosure given by Bank to Cardholder.
- 10.Cardholder shall be responsible for the annual fee and all credit obtained (through Purchases, Cash Advances, or otherwise) by the authorized use of Card or Convenience Checks, by any person. Further information regarding the annual fee may be found in the Account Opening Disclosure included with this mailing.
- 11. The following transactions are considered Cash Advances: requesting cash in person at any bank; making a credit transaction at participating ATM network machines: making a credit transaction through on-line banking; funding a wire transfer; purchasing of money orders, travelers checks, lottery tickets, or betting or casino chips; writing a Convenience Check: making a credit transaction by using BB&T Phone24: or utilizing Overdraft Protection, A Cash Advance fee will not be charged on Cash Advances made in connection with Overdraft Protection. Fees may apply for other types of cash advances as listed in paragraph 8(d) of the Truth in Lending Disclosures. At the time of obtaining each Cash Advance (other than at an ATM machine) or at the time of making each purchase or credit transaction. Cardholder or his authorized user, shall sign a Cash Advance slip or sales slip, as the case may be, evidencing the transaction. The word "slip" shall include a draft or any other instrument acknowledging or recognizing the transaction. Cardholder shall be furnished one copy of each slip signed by the Cardholder: provided. however, that no such copy will be furnished if Cardholder writes a Convenience Check, writes a personal check(s) triggering Overdraft Protection or makes or receives a credit transaction at an ATM machine or through on-line banking or Phone24. Total Cash Advance limits and daily Cash limits will be established by the Bank at its discretion.
- 12. If any Card or Convenience Checks are lost or stolen, Cardholder shall immediately notify Bank upon discovery of such loss or theft by calling 1-800-476-4228. Cardholder shall cooperate completely with Bank in its attempts to recover any losses suffered by Bank resulting from unauthorized users and shall assist in the prosecution of such persons. Further information regarding the procedures for lost or stolen Cards or

- Convenience Checks is available in paragraph 11 of the Truth in Lending Disclosures and paragraphs 1-2 of the Regulation E Disclosures.
- 13. Bank shall have no liability or responsibility whatsoever resulting from the refusal of any Merchant or any bank to honor the Card or Convenience Checks, and Bank shall not be, or be deemed to be, a party to any purchase or other transaction between Cardholder (or other user of Card) and any Merchant even though Bank may become obligated to make disbursements directly to such Merchant. No cash refunds will be made to, or accepted by, a Cardholder with respect to any adjustments for, or returns of, goods or services purchased. Any adjustment, return or refund in connection therewith shall be accomplished only by credit to the Cardholder's account with Bank authorized by a properly executed credit slip.
- 14. If a Merchant discloses a policy such as "no returns", "no refunds", "as is", etc. you will be bound by that policy when you use your Account to purchase goods or services from that Merchant. Similarly, if you use your Account to make travel or lodging reservations, you will be bound by that Merchant's cancellation policy.
- 15. If you authorize a Merchant to charge your Account for recurring transactions without your card being present, you agree to notify the Merchant when you discontinue the transaction or if your Account is closed or a new Account number is issued by us.
- 16. This Account may be used for legal purposes only. The Bank at its discretion may block any transactions that could be considered of an illegal or at-risk nature. We will not be liable if you engage in an illegal transaction.
- 17. Bank will bill Cardholder monthly, on a date selected by Bank, for amounts becoming due through use of Cardholder's Card, Convenience Checks or Overdraft Protection. Upon receipt, Cardholder should examine each statement and immediately notify Bank of any charge or item, which Cardholder believes to be in error, or subject to dispute. Any charge or item as to which Bank is not notified within sixty (60) days after billing date shall be conclusively deemed to be correct.
- 18. If you disagree with a transaction on your statement or have a dispute with the Merchant as a result of the transaction, you agree to provide information or assistance we request. Otherwise, you agree to pay us for any resulting loss we have unless we are prohibited by applicable law from holding you liable for our loss. Transactions made with the proceeds of a Cash Advance are not covered by this paragraph.
- 19. Notwithstanding anything herein to the contrary, in the event of default by Cardholder in making any payment when due and payable, (b) default by Cardholder under any provision of this Agreement, or any other agreement Borrower may have with Bankcard or any of its affiliated banks (c) Cardholder's death, insolvency or making an assignment for the benefit of creditors, (d) a petition being filed or any other proceeding being commenced under the Federal Bankruptcy Code or any state insolvency statute by or against Cardholder, or (e) a receiver being appointed for, or a writ or order of attachment, levy or garnishment being issued against Cardholder or any of Cardholder's property, assets or income, (f) or in the event Bank shall deem itself or the debt unsafe or insecure or deems that the prospect of payment or performance by

customer is impaired, (g) or if any of the undersigned or any Obligor shall fail to furnish information to Bank sufficient to verify the identity of the undersigned or any Obligor as required under the USA PATRIOT Act then, at Bank's option, all amounts from Cardholder to Bank shall become immediately due and payable and in any such event Cardholder agrees to pay all costs of collection permitted by applicable law, including reasonable attorneys' fees. incurred by Bank in connection therewith.

- 20. If Cardholder chooses to pay less than the total New Balance as shown on Cardholder's monthly periodic statement, a total minimum payment is required for each billing cycle. The total minimum payment is calculated as being (1) 3% of your total New Balance, but not less than \$25.00; or (2) 3% of your total New Balance plus the total amount over the credit limit including any past due amount.
- 21. Cardholder agrees to make at least the minimum periodic payment no later than the due date as indicated on the monthly periodic statement provided by Bank. Bank may withhold availability of credit until the payment of the item presented has been collected. If Cardholder is late making the payment, Bank may, at its option, charge the late payment fees as disclosed in paragraph 8 (b) of the Truth in Lending Disclosures, in addition to the Interest Cardholder owes under this Agreement.
- 22. The Bank will apply your payment in the following order: Interest, Fees, and balances from highest to lowest APR.
- 23. Any notice required to be given by this Agreement, by law, or desired to be given by Bank, shall be deemed given if and when delivered electronically through BB&T OnLine® or posted in the United States mail, postage prepaid, addressed to Cardholder at his last known address as shown on Bank's records.
- 24. Foreign Transactions and Fees: Visa or MasterCard International will convert to U.S. dollars any charge or credit made to your Account in currency other than U.S. dollars. The conversion rate will be determined under Visa or MasterCard regulations. The conversion rate may differ from the rate on the date of your transaction. Currently, Visa and MasterCard use a currency conversion rate of either: (1) a wholesale market rate, or (2) a government-mandated rate. Visa and MasterCard use, under their respective regulations, either the rate in effect on (1) the date the transaction is processed. Bank may charge a foreign transaction fee for transactions made or processed outside the U.S. as listed in paragraph 8(e) of the Truth in Lending Disclosures.
- 25. Bank may change the terms of this Agreement at any time. The new terms will apply to both new Purchases and Cash Advances and any unpaid balance and accrued INTEREST at the time the change is effective. We will provide you with notice of the change to the extent required by law.
- 26. Disputed Accounts: Bank will not be obligated to accept any check, money order or other payment instrument marked "payment in full" delivered on any disputed account, loan balance, fee or expense owed, and Bank expressly reserves the right to reject all such payment instruments. All communications concerning any disputed amounts owed. including

without limitation any payment instrument tendered in good faith as full satisfaction of amount owed, must be sent to the following address:

Disputed Accounts Bankcard Disputed Payments

P.O. Box 200 Wilson, NC 27894-0200

If Cardholder fails to send any communication, check, money order or other payment instrument purporting to pay any disputed amount due hereunder in full, to the address designated above, the obligation referred to will not be satisfied, and shall be deemed not to have been in good faith, even if such payment instrument is inadvertently processed by Bank.

- 27. Accuracy of Credit Information: Bank regularly and in the normal course of business reports its credit experience with its customers to the major credit bureau repositories. Should you believe that information we have reported about the credit history of your Account(s) is inaccurate, please notify us at the following address: BB&T Loan Services, P.O. Box 2306, Wilson, North Carolina 27894-2306. Please include your name, address, Social Security number, account number and a specific explanation of what information you believe to be inaccurate.
- 28. Notice of Furnishing Negative Information: We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.

29. Important Information For:

<u>California Residents</u>: The applicant, if married, may apply for a separate account. After credit approval, each applicant shall have the right to use this account to the extent of any credit limit set by the creditor and each applicant may be liable for all amounts of credit extended under this account to each joint applicant.

New York and Vermont Residents: We may obtain at any time your credit reports for any legitimate purpose associated with the account or the application or request for an account, including but not limited to reviewing, modifying, renewing and collecting on your account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report. New York residents may contact the state banking department to obtain a comparative listing of credit card rates, fees and grace periods. New York State Banking Department: 1-800-518-8866. Ohio Residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

<u>Utah Residents</u>: As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligation.

Married Wisconsin Residents: No provision of any marital property agreement, unilateral statement, or court order applying to marital property will adversely affect a creditor's interests unless prior to the time credit is granted, the creditor is furnished with a copy of the agreement, statement or court order, or has actual knowledge of the provision.

30. Governing Law: This Agreement and my Account shall be governed by the laws of the United States and, to the extent applicable, the laws of the State of Georgia, regardless of where Cardholder resides or uses the Account.

Arbitration and Litigation

31. Arbitration Disclosure: By applying for a Card, Cardholder agrees that if a dispute of any kind arises out of or relates to this Agreement or Cardholder's application for a Card, either Cardholder or Bank can choose to have that dispute resolved by binding arbitration as set forth in the Arbitration Provision below. If arbitration is chosen, it will be conducted pursuant to then applicable rules for consumer arbitrations of the American Arbitration Association, JAMS, or the National Arbitration Forum. If Cardholder has any questions concerning those organizations, or wishes to obtain a copy of their rules and forms, Cardholder may call the following numbers or visit the listed websites:

American Arbitration Association 335 Madison Avenue, Floor 10 New York, New York 10017-4605 Telephone: (212) 716-5800 Facsimile (212) 716-5905 E-mail: Websitemail@adr.org Website: www.adr.org IAMS Atlanta 235 Peachtree St., N.E. 600 North Tower Atlanta, GA 30303 Telephone: (404) 588-0900 Facsimile: (404) 588-0905 E-mail: iams.atlanta@mindspring.com Website: www.iamsadr.com National Arbitration Forum PO Box 50191 Minneapolis, MN 55405-0191 Telephone: (877) 655-7755

E-mail: info@arb-forum.com Website: www.arbitration-forum.com IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO ANY CLAIM DISPUTE OR CONTROVERSY, NEITHER CARDHOLDER NOR BANK WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT, OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN PREARBITRATION DISCOVERY EXCEPT AS PROVIDED FOR IN THE APPLICABLE ARBITRATION RULES OR THIS ARBITRATION PROVISION. FURTHER, CARDHOLDER WILL NOT HAVE THE RIGHT TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OR CLAIMANTS WITH RESPECT TO ANY CLAIM SUBJECT TO ARBITRATION UNDER THIS ARBITRATION PROVISION. THE ARBITRATOR'S DECISION WILL GENERALLY BE FINAL AND BINDING. OTHER RIGHTS THAT CARDHOLDER WOULD HAVE IF CARDHOLDER WENT TO COURT MAY ALSO NOT BE AVAILABLE IN ARBITRATION. IT IS IMPORTANT THAT CARDHOLDER CARFFILLY FAD THE FINTIF ARRITRATION PROVISION.

circumstances and procedures under which a Claim or Claims (as defined below) may be arbitrated Instead of litigated in court.

As used in this Arbitration Provision, the term "Claim" or "Claims" means any claim, dispute or controversy between Cardholder and Bank arising from or relating to this Agreement or the relationships resulting from this Agreement, including the validity and scope of this Arbitration Provision or the Agreement, "Claim" or "Claims" includes claims of every kind and nature between Cardholder and Bank, including, but not limited to, initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, constitutions, statutes, regulations, common law and equity (including any claim for injunctive or declaratory relief). The term "Claim" or "Claims" is to be given the broadest possible meaning and includes, by way of example and without limitation, any claim, dispute or controversy between Cardholder and Bank that arises from or relates to (a) the credit card account ("Account") created by the Agreement or any balances on the Account: (b) the goods or services (including insurance or extended service contracts, if any) charged to the Account; (c) advertisements, promotions or verbal or written statements related to the Account, goods or services financed under the Account or the terms of financing; (d) your application for the Account; and (e) the origination or servicing of the Account and the collection of the amounts owed by Cardholder to Bank. Upon the election of either Cardholder or Bank. any Claim between Cardholder and Bank shall be resolved by binding arbitration pursuant to this Arbitration Provision and the applicable rules of the American Arbitration Association, JAMS, or the National Arbitration Forum in effect at the time the Claim is filed. Cardholder may select one of these organizations to serve as the arbitration administrator (a) if you initiate an arbitration against us or (b) if either Cardholder or Bank compels arbitration of a Claim which the other party has brought in court. In addition, if Bank initiates arbitration against Cardholder. Bank will notify you in writing and give you 20 days to select one of these organizations to serve as the arbitration administrator. If you fail to select an arbitration administrator within that 20-day period. Bank will select one. In all cases, the arbitrator chosen shall be a lawyer with more than 10 years of experience or a retired judge. If, for any reason, the selected arbitration organization is unable to serve as the arbitration administrator, you will have 20 days to select a different administrator from the above list. If you fail to select a different administrator within the 20-day period, we will select one. In all cases, with respect to Claims covered by this Arbitration Provision, a party who has asserted a Claim in a lawsuit in court may elect arbitration with respect to any Claim(s) subsequently asserted in that lawsuit by any other party or parties. Bank agrees that it will not elect to arbitrate an individual Claim that Cardholder brings against Bank in small claims court or Cardholder's state equivalent court, if any, However, if that Claim is transferred or appealed to a different court. Bank reserves the right to elect arbitration.

The arbitrator(s) shall have no authority for any claims to be arbitrated on a class action basis. Further, an arbitration can only decide Bank's or Cardholder's Claims and may not consolidate or join the claims of other persons who may have similar claims. Any in-person arbitration

hearing that Cardholder attends will take place at the location provided for in the applicable rules of the organization chosen as arbitration administrator. At the request of Bank or Cardholder or at the discretion of the arbitrator, consistent with the expedited nature of arbitration, the arbitrator may direct the production of documents and other information. The arbitrator shall have the authority to grant whatever remedies would be available to Cardholder under applicable federal, state or local laws.

Cardholder will be required to pay those filing and hearing fees required by the applicable rules of the organization chosen as arbitration administrator. At Cardholder's request, Bank will advance the first \$500 of the filing and hearing fees for any Claim that Cardholder may file against Bank. The arbitrator will decide whether Bank or Cardholder ultimately will be responsible for paying any fees in connection with the arbitration. Unless inconsistent with applicable law, each party shall bear the expense of their respective attorneys', experts' and witness' fees, regardless of which party prevails in the arbitration.

This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16. Consistent with the choice-of-law provision of this Agreement, the arbitrator(s) shall apply the applicable substantive law of the State of Georgia. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. This Arbitration Provision shall survive payment of Cardholder's obligations under this Agreement, termination of this Agreement, or termination of any or all Cards. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any law or statute consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement. In the event of a conflict or inconsistency between this Arbitration Provision and the applicable arbitration rules of the organization chosen as arbitration administrator, this Arbitration Provision shall govern.

TRUTH IN LENDING DISCLOSURES AND COMPUTATION OF ANNUAL PERCENTAGE RATES/FEES

Branch Banking and Trust Company (hereinafter "we," "our," and "us") makes the following Truth in Lending Disclosures to Cardholder (hereinafter "you," "your"). You agree that the rate and charges and methods of computation and repayment in connection with use of the Card are as follows:

1. Computation of INTEREST on Purchases (Daily):

(a) No **INTEREST** is imposed on Purchases if the total New Balance as shown on your monthly periodic statement is paid in full within 25 days of the statement date. **INTEREST** is imposed on Balance Transfers from the date of the transfer.

(b) Where payment of the total New Balance is not made in full within 25 days (or when the New Balance includes Balance Transfers), INTEREST will be imposed on your Purchase balance. We calculate INTEREST on this portion of your Account by applying the daily periodic rate to the beginning daily balance for Purchases plus any new Purchases and fees (other than Cash Advance fees) and less any payments or credits. To compute the daily balance for Purchases we take the beginning Purchase

balance of your account each day, add any new Purchases, fees (other than Cash Advance fees) and any **INTEREST** on the current day's balance, and we subtract any payments or credits. This gives us the daily balance. A Purchase appearing on your statement is considered a part of the outstanding balance from the date of the transaction or, if posting occurs in the next billing cycle, then from the first day of the next billing cycle.

(c) See the Account Opening Disclosure included with this mailing for the **ANNUAL PERCENTAGE RATE.** The daily periodic rate is the annual percentage rate divided by 365.

2. Computation of INTEREST on Cash Advances (Daily):

- (a) **INTEREST** is imposed for each day that you have the Cash Advance.
- (b) The amount, which will be subject to INTEREST, is the daily balance of your Cash Advances during the billing cycle. We calculate the INTEREST on this portion of your Account by applying the daily periodic rate to the beginning daily balance for Cash Advances plus any new Cash Advances and Cash Advance fees and less any payments or credits. To compute the daily balance for Cash Advances we take the beginning Cash Advance balance of your account each day, add any new Cash Advances, any Cash Advance fees and any INTEREST on the current day's balance, and we subtract any payments or credits. This gives us the daily balance. A Cash Advance appearing on your statement is considered a part of the outstanding balance from the date of the transaction or, if posting occurs in the next billing cycle, then from the first day of the next billing cycle.
- (c) See the Account Opening Disclosure included with this mailing for the **ANNUAL PERCENTAGE RATE**. The daily periodic rate is the annual percentage rate divided by 365.

3. Computation of INTEREST with Special Rate (Daily):

- (a) If we have special periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balance to which the special offers apply. These separate balances and the related periodic INTEREST will be calculated in the same manner as described above for the current or previous cycle transactions, as applicable.
- (b) Special rate offers may apply to special convenience checks. If so, special convenience checks will be issued and, if used, will be posted to the account as Purchases, with **INTEREST** imposed from the transaction date.
- (c) When a special rate offer expires, the annual percentage rates under 1
- (c) and/or 2(c) will apply.
- (d) If applicable, see the Account Opening Disclosure included with this mailing and incorporated by reference for the special introductory **ANNUAL PERCENTAGE RATE**. The special introductory daily periodic rate is the special annual percentage rate divided by 365.

4. Computation of INTEREST on Purchases (Monthly):

- (a) No **INTEREST** is imposed on Purchases if the total New Balance as shown on your monthly periodic statement is paid in full within 25 days of the statement date. **INTEREST** is imposed on Balance Transfers from the date of the transfer.
- (b) Where payment of the total New Balance is not made in full within 25 days (or includes Balance Transfers), INTEREST will be imposed on your Purchase balance. We calculate INTEREST on this portion of your

Account by applying the monthly periodic rate to the Average Daily Purchase Balance. To determine the Average Daily Purchase Balance of any account, we will take the beginning Purchase balance of the account each day, add any new Purchases (including Balance Transfers) and Fees (except Cash Advance fees), and subtract any payment or credits. This produces the daily Purchase balance. Then, we add up the daily Purchase balances for each day in the billing cycle and divide the total by the number of days in the billing cycle. This produces the Average Daily Purchase Balance.

A Purchase appearing on your statement is considered a part of the outstanding balance from the date of the transaction or, if posting occurs in the next billing cycle, then from the first day of the next billing cycle. (c) See the Account Opening Disclosure included with this mailing for the ANNUAL PERCENTAGE RATE. The monthly periodic rate is 1/12 of the annual percentage rate.

5. Computation of INTEREST on Cash Advances (Monthly):

- (a) **INTEREST** is imposed for each day that you have the Cash Advance.
- (b) The amount, which will be subject to INTEREST, is the Cash Advance Balance. We calculate INTEREST on this portion of your Account by applying the monthly periodic rate to Average Monthly Cash Advance Balance. To determine the Average Daily Cash Advance Balance of any account (including current transactions), we will take the beginning Cash Advance Balances of the account each day, add new Cash Advances and Cash Advance fees and subtract any payments or credits. This produces the daily Cash Advances balance. Then, we add up the daily balances for each day in the billing cycle and divide the total by the number of days in the billing cycle. This produces the Average Daily Cash Advance balance. A Cash Advance appearing on your statement is considered a part of the outstanding balance from the date of the transaction or, if posting occurs in the next billing cycle. Then from the first day of the next billing cycle.
- (c) See the Account Opening Disclosure included with this mailing for the **ANNUAL PERCENTAGE RATE**. The monthly periodic rate is 1/12 of the annual percentage rate.

6. Computation of INTEREST with Special Rate (Monthly):

- (a) If we have special periodic rate offers in effect from time to time, we will separately identify them on your monthly statement and separately disclose on your monthly statement the balance to which the special offers apply. These separate balances and the related periodic INTEREST will be calculated in the same manner as described above for the current or previous cycle transactions, as applicable.
- (b) Special rate offers may apply to special convenience checks. If so, special convenience checks will be issued and, if used, will be posted to the account as Purchases, with **INTEREST** imposed from the transaction date.
- (c) When a special rate offer expires, the annual percentage rates under 1 (c) and/or 2(c) will apply.
- (d) If applicable, see the Account Opening Disclosure included with this mailing and incorporated by reference for the special introductory **ANNUAL PERCENTAGE RATE**. The special introductory monthly periodic rate is 1/12 of the special annual percentage rate.

- Minimum INTEREST: See the Account Opening Disclosure included with this mailing and incorporated by reference for the minimum INTEREST charge.
- Fees and Charges: These fees will be subject to the applicable INTEREST as provided in paragraphs 1 and 2 above.
 - (a) Annual Fee: See the Account Opening Disclosure included with this mailing and incorporated by reference for the annual fee.
 - (b) <u>Late Payment Fee:</u> See the Account Opening Disclosure included with this mailing and incorporated by reference for the late fee.
 - (c) <u>Balance Transfer Fee:</u> See the Account Opening Disclosure included with this mailing and incorporated by reference for the balance transfer fee.
 - (d) <u>Cash Advance Fee:</u> See the Account Opening Disclosure included with this mailing and incorporated by reference for the cash advance fee.

 (e) Foreign Transaction Fee: See the Account Opening Disclosure included
 - (e) <u>Foreign Transaction Fee:</u> See the Account Opening Disclosure included with this mailing and incorporated by reference for foreign transaction fee.

 (f) Return Payment Fee: See the Account Opening Disclosure included with
 - this mailing and incorporated by reference for return payment fee.
 (g) Statement Copy Fee: See the Account Opening Disclosure included
 - (g) <u>Statement Copy Fee:</u> See the Account Opening Disclosure included with this mailing and incorporated by reference for statement copy fee.

 (h) Customer Requested Expedited Service Fee: See the Account Opening
 - Disclosure included with this mailing and incorporated by reference for customer requested expedited service fee.
- 9. We retain no security interest in any property purchased with your Card.
- 10. At our option, we may allow you to skip or prepay your monthly payment. This means that you may not be required to make a minimum monthly payment on the designated billing cycle. If you accept this option be advised that all Interest and applicable fees, which are disclosed above, will continue to accumulate and could possibly bring your account to an over-limit status.
- 11. You will not be liable for any unauthorized use of your Card or Convenience Checks if you report the loss, theft or unauthorized use. Written notice should be provided to Branch Banking and Trust Company, P.O. Box 698, Wilson, North Carolina 27894-0698. Verbal notice should be given by calling 1-800-476-4228. A transaction is considered unauthorized if it is initiated by someone other than the Cardholder without the Cardholder's actual, implied, or apparent authority, and the Cardholder receives no benefit from the transaction. We may conduct an investigation of your claim, and we may deny your claim if we reasonably conclude that the facts and circumstances do not reasonably support a claim of unauthorized use. We may require you to provide a written statement, affidavit or other information in support of your claim of unauthorized use. If you do not provide supporting information within the time requested or within a reasonable period of time if a date is not stated, we may deny your claim of unauthorized.

YOUR BILLING RIGHTS KEEP THIS NOTICE FOR FUTURE USE

This notice contains important information regarding your rights and our responsibilities under the Fair Credit Billing Act.

What To Do If You Think You Find a Mistake On Your Statement

If you think there is an error on your statement, write to us at: Customer Service

PO Box 30495

Tampa FL 33630-3495

In your letter, give us the following information:

- Account information: Your name and account number:
- The posting date of the transaction in question:
- Dollar amount: The dollar amount of the suspected error; and
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do, we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
 If we determine that we made a mistake, you will not have to pay the amount in question or
 - any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

Your Rights and Our Responsibilities After We Receive Your Written Notice

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the statement was correct.

After we receive your letter, we cannot try to collect any amount you question or report you as delinquent. We can continue to bill you for the amount you question, including interest, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your statement that are not in question.

If we find that we made a mistake on your statement, you will not have to pay any interest related to any questioned amount. If we did not make a mistake, you may have to pay interest, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as

delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your statement. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50 of the questioned amount, even if your statement was correct.

Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been no more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- 3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at:

Customer Service PO Box 30495 Tampa FL 33630-3495

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

IF YOU HAVE CHOSEN TO HAVE YOUR MASTERCARD OR VISA CARD Access automated teller machines, the following agreement and disclosures will also apply.

ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURES

This Agreement governs the transfer of funds initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of instructing the Bank to debit or credit your consumer account(s). This Agreement also contains the disclosures required by

- the federal Electronic Fund Transfer Act and Regulation E of the Federal Reserve Board. This information applies only to electronic fund transfers to or from deposit accounts established primarily for personal, family, or household purposes.
- 1. ELECTRONIC FUND TRANSFERS. Electronic fund transfers include, but are not limited to, debit card and ATM transactions, preauthorized deposits and payments, telephone transfers; transfers initiated through a personal computer, and transfers initiated by third parties include, but are not limited to, electronic check conversions and electronic returned check charges. An electronic check conversion occurs when you authorize a third party to debit funds from your account using information from the check you provide to the third party. This may occur at the point of sale or when you send a check by mail or deliver a check to a third party's lockbox location. In addition, some third parties may initiate an electronic fund transfer to collect a fee if your check is returned to the third party for insufficient funds. Your authorization for such transfers can occur in a number of ways. In some cases, your authorization can occur when the third party posts a sign or otherwise informs you of their policy.
- 2. ACCESS DEVICES. An Access Device is a card or personal identification code that provides access to a consumer's deposit account, which may be used to initiate electronic fund transfers. Access Devices include, but are not limited to, your BB&T 24 Automated Teller Machine Card, (ATM Card), BB&T 24 Check Card (Check Card), Personal Identification Number (PIN), and your MasterCard or Visa Credit Card * When used to conduct electronic fund transfers. A check is not an Access Device; however, an electronic fund transfer initiated by using information obtained from a check is governed by this Agreement. You may, verbally or by other authorized means, request an Access Device to conduct electronic fund transfers to or from your consumer accounts. We may refuse to issue an Access Device to any customer, and we may terminate Access Device privileges, with or without cause or notice, unless otherwise required by law.
- 3. APPLICABLE AGREEMENTS. You agree to conduct all electronic fund transfers in accordance with this Agreement and Disclosures, any separate agreement and disclosure provided in connection with the issuance of any particular Access Device, and any agreement governing your accounts. The repayment of any advances on a credit line initiated electronically will be governed by the terms and conditions of the applicable agreement governing the credit line. Please refer to the Online Banking Services Agreement for important additional information concerning electronic fund transfers initiated using a personal computer.
- 4. VERIFICATION OF TRANSACTION. Transaction records issued with respect to an electronic fund transfer will be subject to verification and adjustment in accordance with the rules and regulations of the Bank and applicable law. Where there is a conflict between a transaction record and the Bank's record, the Bank's record shall control.
- 5. OVERLINES AND OVERDRAFTS. You agree not to conduct any transaction(s) to withdraw more than the applicable daily limit on any day, or cause the balance in your deposit account to go below zero, or cause the outstanding balance of your credit line to go above your

- credit limit. We may reject any such transaction; however, if we pay the overdraft or advance funds in excess of your credit limit, you agree to pay, upon request, the excess amount which was improperly withdrawn or transferred, together with any applicable fees as outlined in the Financial Services Pricing Guide or in the agreement governing your account. Overdrafts on your account may result in advances from your overdraft protection plan. Any item that cannot be covered by overdraft protection will be treated as a NSF and subject to applicable NSF fees.
- 6. POINT-OF-SALE TRANSACTIONS. If you use your ATM Card or Check Card to purchase goods and services, including Internet purchases (Point-of-Sale transactions), you authorize us to debit your deposit account, and you agree that your authorization may result in an immediate withdrawal from the account, even though the transaction may not actually be posted to that account until a later date. The Merchant may attempt to obtain a preauthorization for the transaction. The available balance in your primary deposit account will be reduced by the amount of any transaction for which the Merchant receives authorization from us, even if the documentation evidencing the transaction has not vet been received or processed by us. A "hold" placed on your account will be released and your account will be debited when documentation matching the authorized transaction amount has cleared through us, or in three (3) business days, whichever first occurs. We are not responsible if we do not authorize electronic fund transfers, or if we dishonor checks drawn on your checking account while such a hold is placed on your account. No cash refunds will be made to you by the Bank on ATM Card/Check Card purchases. Any claim or dispute regarding goods or services purchased with your ATM Card/Check Card must be directed to the Merchant or other business establishment at which you made the purchase. The amount of the credit, if any, will be reflected on your periodic account statement. You may not stop payment on ATM Card/Check Card purchases
- 7. ZERO LIABILITY POLICY FOR ATM CARD/CHECK CARD PURCHASES. You may have no liability for unauthorized ATM Card or Check Card purchases, subject to the following terms and conditions:
 - (a) Our zero liability policies apply only to unauthorized purchases using your ATM Card or Check Card. Any claims of unauthorized ATM Card/Check Card purchases that do not meet the conditions of this section and any claims of unauthorized transactions involving other types of electronic fund transfers are governed by the Regulation E Disclosures below, and any separate agreement provided in connection with the issuance of the Access Device. If your claim does not meet the terms and conditions contained in this section, the Bank will automatically reexamine your claim in accordance with the Regulation E Disclosures below.

 (b) Our zero liability policy may not apply if: (i) we determine that the
 - (b) Our zero liability policy may not apply if: (i) we determine that the unauthorized transaction was a result of gross negligence or fraud on your part; (ii) you fail to provide us with a statement or affidavit of your claim within the time requested; we determine that the transaction was not "unauthorized" as defined below; or (iv) you fail to report the loss, theft, or unauthorized use of your ATM Card, Check Card, or card number within a reasonable period of time. A reasonable period of time will be determined by Bank in its sole discretion, but in no event will it be shorter than the time periods specified in the Regulation E Disclosures below.

- (c) "Unauthorized" Defined A transaction is considered "unauthorized" if it is initiated by someone other than you (the cardholder) without your actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered "unauthorized" if: (i) you furnish the card, card number, or other identifying information to another person and give that individual express or implied authority to perform one or more transactions and the person then exceeds that authority, or (ii) for any other reason Bank concludes that the facts and circumstances do not reasonably support a claim of unauthorized use.
- 8. CANCELLING YOUR ACCESS DEVICE. You may cancel your Access Device at any time by notifying us in writing and no longer using it. Canceling your Access Device will not affect your obligations under this Agreement, even if we allow any transaction to be completed with your Access Device after this Agreement has been terminated.
- 9. MISCELLANEOUS. Unless otherwise required by applicable law, we may change the terms of this Agreement from time to time by giving you notice of the change. If we must collect what you owe us, you will be responsible for our reasonable expenses of collection, including court costs and attorney's fees to the extent permitted by law. If more than one person requests electronic fund transfer services, each person will be bound by this Agreement and will be responsible for paying all amounts owed as a result of this Agreement. We reserve the right to reject any electronic fund transfer we reasonably believe is made in connection with an unlawful transaction or activity, including without limitation, gaming, gambling, lotterv. or similar activities.

REGULATION E DISCLOSURES

- 1. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS. Tell us AT ONCE if you believe your Access Device has been lost or stolen, or that someone may have electronically transferred money from your account without your permission. Telephoning us is the best way of keeping possible losses down. Except in situations governed by the zero liability policy described above, if you tell us within two (2) business days after you learn of the loss or theft of your Access Device or the unauthorized transaction, you can lose no more than \$50 if someone makes electronic transfers without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Access Device or the unauthorized transaction, and we can prove that we could have stopped someone from making electronic transfers without your permission if you had told us. you could lose as much as \$500. Also, if your periodic statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money you lost after sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason kept you from telling us, we will extend the time periods.
- TELEPHONE NUMBER AND ADDRESS TO BE NOTIFIED IN EVENT OF UNAUTHORIZED TRANSFER. If you believe your Access Device has been lost or stolen, or your PIN has been obtained by an unauthorized person, or that someone has transferred or may transfer money from your account without your permission, IMMEDIATELY call:

Liability Risk Management P. O. Box 996

Wilson, North Carolina 27894-0996

- BUSINESS DAYS. For purposes of these disclosures, our business days are Monday through Friday, except Federal holidays.
- 4. TYPES OF AVAILABLE TRANSFERS AND LIMITS ON TRANSFERS.
 - (a) Account Access . You may perform the following types of transactions. Some of these services may not be available with every Access Device, or at every electronic terminal and may be subject to restrictions contained in the agreement provided with that particular Access Device.
 - Account inquiry
 - Withdraw cash from your designated deposit accounts
 - Make deposits to your designated deposit accounts
 - Transfer funds between your designated deposit accounts and line of credit accounts
 - Make payments on designated lines of credit from designated deposit accounts
 - Pay for purchases at Merchants who have agreed to accept the Access Device, or otherwise initiate electronic fund transfers to pay for purchases
 - Electronically pay bills directly from your deposit account
 - (b) Limitations on Frequency of Transfers: For savings accounts only (including Money Rate Savings and Investor's Deposit Account), there is a limit of no more than six (6) transfers or withdrawals during any statement cycle to or from your deposit accounts, or to a third party by means of either a preauthorized or automatic transfer or by telephonic agreement (which includes BB&T OnLine and BB&T Phone24), and no more than three of the six transfers may be made by check, draft, Check Card or ATM Card Point-of-Sale transactions or similar order made by you and payable to third parties.

(c) Limitations on Dollar Amounts of Transfers:

- You may withdraw up to a maximum of \$500 (Elite Classic, Classic Banking, Golden Advantage, Elite Gold, and SMART Money Manager customers may have higher daily withdrawal limits as disclosed in the individual product brochures) each business day from our ATMs. For security reasons, there may be other limits imposed on the amount you may withdraw
- The daily limits for Check Card or ATM Card Point-of-Sale are the lesser of your available balance or \$2,000 (\$3,000 for Elite Classic, Classic Banking, and Golden Advantage, \$5,000 for Elite Gold and SMART Money Manager).
- Other limitations may apply to transfers made using BB&T OnLine.
 Other limitations may apply at ATMs that do not display the
- Other limitations may apply at AIMs that do not display the BB&T name.
- 5. CHARGES FOR TRANSFERS OR RIGHT TO MAKE TRANSFERS. If an account is subject to service fees, the applicable service fees will apply whether the transfer is initiated electronically or by written order. Applicable service fees, and fees for conducting electronic fund transfers are outlined in the Financial Services Pricing Guide. A fee may be imposed

for a balance inquiry even if you do not complete a funds transfer. In addition, you may incur surcharges when using an ATM that does not display the BB&T 24 logo and when using a Money 24 ATM. Money 24 ATMs are owned by Money 24, Inc., a subsidiary of BB&T Corporation.

6. DOCUMENTATION OF TRANFERS:

(a) Electronic Terminal Transf ers. You may get a receipt at the time you make a transfer using an ATM terminal or point-of-sale terminal.

(b) Preauthorized Deposits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at 1-800-682-6921, during normal business hours, to find out whether or not the deposit has been made.

(c) Periodic Statements, You will receive a monthly account statement or less than the control of the deposit has been made.

(c) Periodic Statements. You will receive a monthly account statement, or less frequently if the account is inactive, that will show your electronic fund transfers.

7. PREAUTHORIZED TRANSFERS/PAYMENTS:

- (a) Right to Stop Payment and Procedure for Doing So. If you have told us in advance to make regular payments from your account, you can stop any of these payments. Here's how: Visit a branch to complete a stop payment form or write to: Electronic Banking Department, P.O. Box 996, Wilson, North Carolina 27894-0996 in time for us to receive your request at least three (3) business days before the payment is scheduled to be made. If you call, we may require you to also put your request in writing and get it to us within fourteen (14) days after you call. You should refer to the BB&T OnLine Banking Services Agreement for the procedure to stop an OnLine payment.
- **(b) Notice of Varying Amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before each payment, when it will be made and how much it will be.
- (c) Liability for Failure to Stop Payment of Preauthorized Transfer. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.
- 8. BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable, for instance: (i) if, through no fault of ours, you do not have enough money in your account to make the transfer; (ii) if the transfer would go over the credit limit on your credit line; (iii) if the ATM was not working properly and you knew about the breakdown when you started the transfer; (iv) if circumstances beyond our control prevent the transfer despite reasonable precautions we have taken; and (v) if the ATM where you are making the transfer, does not have enough cash. There may be other exceptions stated in other agreements with you.
- 9. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC FUND TRANSFERS. TELEPHONE US AT:

1-800-682-6921 or write Liability Risk Management P. O. Box 996 Wilson, North Carolina 27894-0996 Tell us as soon as you can, if you think your statement or receipt is wrong, or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and deposit account number (if any)
- Describe the error or the transfer about which you are unsure, and explain as clearly as you can why you believe it is an error or why you need more information
- Tell us the dollar amount of the suspected error If you tell us verbally, we require that you also send us your complaint or question in writing within ten (10) business days. We will tell you the results of our investigation within ten (10) business days after we hear from you, and we will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question for ATM transactions made within the United States and up to ninety (90) days for new accounts, foreign initiated transactions and Point-of-Sale transactions. If we decide to do this, we will recredit your account within ten (10) business days for the amount you think is in error, minus a maximum of \$50.00, so that you will have the use of the money during the time it takes us to complete our investigation. For new accounts, we may take up to twenty (20) business days to recredit your account for the amount you think is in error, minus a maximum of \$50.00. If we do not receive your complaint or question in writing within ten (10) business days, we may not recredit your account. If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.
- 10.CONFIDENTIALITY. Subject to applicable law, we will disclose information to third parties about you and your accounts or the transfers you make:
 (i) where it is necessary for completing transfers; (ii) in order to verify the existence and condition of your account for a third party, such as a credit bureau or Merchant; (iii) in order to comply with government agency or court orders; (iv) as otherwise required or permitted by law or government regulation; (v) if you give us permission; and (vi) as stated in the BB&T Corporation Consumer Privacy Notice.
- 11. NOTICE OF SAFETY PRECAUTIONS. You should employ the following basic safety precautions while using an automated teller machine ("ATM") during hours of darkness: (i) be aware of your surroundings when using an ATM, particularly during the hours of darkness; (ii) be accompanied by another person when using an ATM during the hours of darkness; (iii) refrain from displaying cash and your PIN, place cash in a pocket as soon as a transaction is completed, and count cash in the safety of a locked enclosure such as a car or home; (iv) use another ATM or return at a later time if anything suspicious is noticed; (v) cancel a transaction, place your Access Device in a pocket, and leave if you notice anything suspicious when using an ATM; (vi) immediately report all crimes to the operator of the ATM and to local law enforcement officials; and (vii) create a PIN that is difficult to guess by others, memorize it, and do not carry your PIN with your card.

^{*}MasterCard and Visa Credit Cards are issued by Branch Banking and Trust Company, Member FDIC.

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